

AG Contract No. KR 04-1591TRN
ADOT ECS File No. 03-O35
Project No. 077-A 01C
Section: SR-77 Access Turnouts
MP 141.4 AND MP 144.6
TRACS No. 77 GI 141 H6451
BUDGET SOURCE ITEM NO. 20106

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into this date 7th of January, 2005, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and UNITED STATES DEPARTMENT OF THE INTERIOR, acting by and through its BUREAU OF LAND MANAGEMENT (the "BLM")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The BLM is empowered by the Federal Land Policy Management Act of 1976 (Public Law 94-579) to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the BLM.
3. The State and the BLM desire to participate in the scoping, design and construction, of spot safety improvements on State Route 77 at the entrance to the Shores campground/river access (MP 141.4) and the Christmas campground/river access (MP 144.6). These spot safety improvements are referred to as the Project.

NO. 27304
Filed with the Secretary of State
Date Filed: 01/07/05

Janice K. Brewer
Secretary of State

By: Vicky D. Traenkle

The scoping document will evaluate the following:

- Traffic and Accident analysis,
- AASHTO and Drainage review (vertical and horizontal alignment, sight distance, lane and shoulder widths, design speeds, existing topographic features and drainage patterns, etc.)
- Field review,
- Field surveys (including as appropriate and needed, orthographic aerial photos, field surveys, mapping)
- Environmental Overview (including cultural and biological evaluation and consultation, determination for anticipated Categorical Exclusion),
- Assumption that excess excavation material generated during construction will be placed at one or both sites for future recreational improvements.

The final design and construction project will include:

- Warranted intersection improvements at the entrance to the Shores recreational facility, improved sight distance, replacement of the cattle guard, and possible disposal of excess excavation material;
- Warranted intersection improvements at the entrance to the Christmas recreational facility, improved entrance configuration, replacement of the cattle guard, and possible disposal of excess excavation material;
- Final design plans, specifications and other contract documents to advertise and award the Project for construction;
- Final environmental documents;
- Final right-of-way documents (temporary construction easements);
- Oversight and management of construction activities.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Provide the final "Project Assessment" scoping document for the project to the BLM for approval by October 30, 2004.
- b. Use the final scoping document to complete the final design and construction of the Project.
- c. Prepare and complete necessary National Environmental Policy Act (NEPA) documents according to ADOT Environmental Clearance guidelines for BLM's use to prepare a FONSI/Decision Record, which meets with BLM NEPA standards.
- d. Administer the Agreement per ADOT Policy.
- e. Complete construction activities, including clean up, at the Christmas Recreation site by August 30, 2005.

2. The BLM will:

- a. Review the scoping documents, provide comments and approve the final scoping document.
- b. Review construction documents, provide comments and approval the final construction documents

c. Transfer funds through FHWA in an amount equal to \$479,038.00 to finance the final design, construction and administration of this Project. (See attached letter of transfer dated May 6, 2004).

d. Review and approve the NEPA document.

e. Provide a Project Inspector to be available for onsite review and inspection during Project construction.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of said project and reimbursements; provided, coordination is provided with the local BLM, Safford and Tucson field offices, which shall be perpetual and may be cancelled upon (30) thirty-days written notice to the other party.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the BLM for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop
Phoenix, AZ 85007
FAX (602) 712-7424

Bureau of Land Management
Field Manager
12661 E. Broadway Blvd.
Tucson, AZ 85748
Fax (520) 258-7238


8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The provisions of Arizona Revised Statutes Section § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10 In accordance with Arizona Statutes Section 11-952, (D) attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

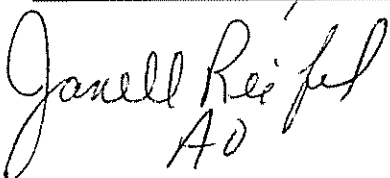
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

US DEPARTMENT OF THE INTERIOR
Bureau of Land Management

By 
SHELA McFARLIN
Field Manager, Tucson Field Office
Bureau of Land Management

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

Date Nov 10, 2004

AD

Date 12-27-04



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
ARIZONA DIVISION
One Arizona Center, Suite 410
400 East Van Buren Street
Phoenix, Arizona 85004
May 6, 2004

RECEIVED

MAY 06 2004

STATEWIDE PROJECT
MANAGEMENT

IN REPLY REFER TO
HAM-AZ
(111)

BLM Allotment for Middle Gila Recreation Site Development

Mr. John McGee
Chief Financial Officer
Financial Management Services Division, 200B
Arizona Department of Transportation
Phoenix, Arizona 85007

Dear Mr. McGee:

The Arizona Division has received an allotment of funds provided by the Bureau of Land Management (BLM) for a scoping study and development of Gila Recreational Sites.

Funds provided by BLM for this project will be obligated in the same manner as a regular Federalaid highway project. However, the obligation will be entered directly into the DOT's central accounting system and will not interface with the Fiscal Management Information System (FMIS)

The amount available for obligation is \$479,038 and a non-Federal match is not required.

The FHWA Accounting Classification for this allotment of funds is: 15X063AD50-0000-20463A0500-0004000000-41050-61006600.

Please indicate the Program Code 63A on the documents for obligating and billing this project. Administrative and cost principles for State agencies applicable to the Federalaid Highway Program projects will apply to all funds administered through the Federal Highway Administration (FHWA).

Once the funds are obligated, the project reimbursements must be requested separately from the regular current billing, submitted on a form PR-20.

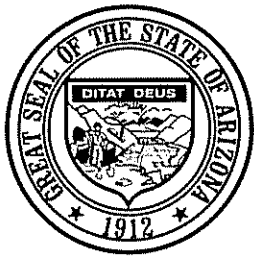
If you have any questions regarding this project, please feel free to contact me.

Sincerely,

VICKI L. TSUTSUMIDA

Vicki L. Tsutsumida
Financial Manager

cc: DGarrett-205B, KDowdell-205B, SBodmer-204B, VBever-614E
KDavis, ALirange, RMoreno, VTsutsumida
VLTsutsumida:cdm



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR04-1591TRN (**JPA 03-035**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 29, 2004.

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:dgr
Attachment
883415